

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
Southern Division

FILED

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U.S. BANKRUPTCY COURT
N.D. OF ALABAMA

In re:

SHOOK & FLETCHER INSULATION CO.

Debtor-in-Possession.

Case No.
Chapter 11

02-02771

**APPLICATION FOR ENTRY OF AN ORDER APPOINTING
A LEGAL REPRESENTATIVE FOR PURPOSES
OF SECTION 524(g) OF THE BANKRUPTCY CODE**

Shook & Fletcher Insulation Co., the debtor and debtor-in-possession in this case, ("Shook" or the "Debtor"), by counsel, hereby requests entry of an order pursuant to 11 U.S.C. §§ 105, 327 and 524(g)(4)(B)(i) appointing a legal representative for the purpose of protecting the rights of persons who might subsequently assert demands within the meaning of 11 U.S.C. § 524(g) (the "Legal Representative"),¹ and further appointing R. Scott Williams, Esquire to serve in that capacity, and in support thereof respectfully represents:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding and this Application is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ The Legal Representative is also referred to as a "Futures Representative."

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2. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), 327 and 524(g).

BACKGROUND

3. On April 8, 2002 (the “Petition Date”), Shook filed its voluntary petition under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). The Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The Debtor incorporates by reference as if fully set forth herein the Declaration of Wayne W. Killion, Jr. in Support of Voluntary Petition and First Day Motions filed with this Court on the Petition Date.

RELIEF REQUESTED

5. The Debtor seeks an order pursuant to sections 105(a) and 524(g) of the Bankruptcy Code appointing a legal representative in its Chapter 11 case for persons who may assert “demands”¹ against the Debtor’s estate. The appointment of the Legal Representative now is required to afford appropriate protections to persons who may subsequently hold asbestos-related claims and demands, and to ensure that the Court may grant the relief required by the Debtor in this Chapter 11 case consistent with notions of due process and fairness. The appointment of the Legal Representative at this time will enable the parties to move forward efficiently to confirmation of the Debtor’s prepackaged Plan of Reorganization (the “Plan”).

¹ “Demand” as used in section 524 refers to “a demand for payment, present or future, that – (A) was not a claim during the proceedings leading to the confirmation of a plan of reorganization; (B) arises out of the same or similar conduct or events that gave rise to the claims addressed by the injunction issued under paragraph (1); and (C) pursuant to the plan, is to be paid by a trust . . .” 11 U.S.C. § 524(g)(5).

6. One key element of the Plan is the issuance of channeling injunctions under § 524(g), pursuant to which all current and future asbestos-related claims and demands against the Debtor will be channeled to the trust established under the Plan (the “Trust”). The Trust will be empowered equitably to distribute available Trust assets to holders of all allowed claims and to the holders of claims and demands allowed in the future. Channeling injunctions are permitted under section 524(g), and may be issued if, among other things, a legal representative is appointed for the purpose of protecting the rights of persons that might subsequently assert claims against the Debtor. The appointment of a Legal Representative will facilitate the confirmation of the prepackaged Plan and will assure that the interests of future claimants will be protected in this process.

**THE NEED FOR A LEGAL
REPRESENTATIVE AND GROUNDS FOR RELIEF**

7. Appointment of a Legal Representative is necessary to enable this Court (and as appropriate, the District Court) to render constitutionally valid and binding judgments against persons who may assert future asbestos-related claims against the Debtor’s estate. That, in turn, will enable the Debtor’s creditors, shareholders, settling insurers, the Trusts and others who benefit from the injunctions in the Plan, as well as future Asbestos Claimants, to benefit from the maximization of value of the Debtor’s estate provided for in the Plan. The appointment of a Legal Representative will enable the interests of such future claimants to be protected.²

8. The appointment of a representative to protect the interests of present and future demand holders in asbestos-related Chapter 11 cases is well established. Prior to enactment of

² It is possible that it may be necessary for certain purposes to have multiple representatives, although the Debtor presently does not expect that to occur. Accordingly, the Debtor reserves its right to request additional representatives, and to restrict the scope of the first-appointed representative, if necessary to satisfy due process requirements.

section 524(g) of the Bankruptcy Code, bankruptcy courts appointed “futures representatives” as parties in interest pursuant to sections 1109(b) and 105(a) of the Bankruptcy Code.³ See In re Johns-Manville Corp., 36 B.R. 743, at 749 (Bankr. S.D.N.Y. 1984) (subsequent history omitted) (holding that “[f]uture claimants are undeniably parties in interest to these reorganization proceedings pursuant to the broad, flexible definition of that term enunciated by the foregoing authorities. The drafting of ‘party in interest’ as an elastic concept was designed for just this kind of situation.”); see also In re UNR Industries Inc., 46 B.R. 671, 675 (Bankr. N.D. Ill. 1985) (finding “[i]n this unique case, with its unique circumstances, it is necessary for the Court to exercise its equitable authority to fashion some kind of procedural relief for these putative asbestos disease victims.”); In re Amatex Corp., 755 F.2d 1034, 1042 (3d Cir. 1985) (stating that “future claimants are sufficiently affected by the reorganization proceedings to require some voice in them.”); In re Forty-Eight Insulations Inc., 58 B.R. 476, 478 (Bankr. N.D. Ill. 1986) (“having classified the potential claimants as parties in interest, there is no doubt that they are entitled to legal representation.”). The appointment of a futures representative in those cases eliminated due process concerns arising from binding the holders of demands and/or future claims who may not otherwise receive adequate notice and opportunity to be heard.

9. Manville was one of the first cases to address the appointment of a legal representative for future claimants. Upon request of the debtor, the Manville court determined appointment of a representative for future claimants was necessary to effectuate a meaningful Chapter 11 plan and to ensure the viability of the reorganized debtor:

³ Section 1109(b) of the Bankruptcy Code provides “A party in interest, including the debtor, the trustee, a creditors’ committee, an equity security holders’ committee, a creditor, an equity security holder, or any indenture trustee, may raise and may appear and be heard on any issue in a case under this chapter.”

[F]uture claimants are indeed the central focus of the entire reorganization. Any plan not dealing with their interests precludes a meaningful and effective reorganization and thus inures to the detriment of the reorganization body politic. Any meaningful plan will either provide funding for future claimants directly or provide for the contribution of some form of responsive, ongoing entity post-confirmation, from which to glean assets with which to pay them. If they are denied standing as parties in interest, they will be denied all opportunity either to help design the ship that sails away from these reorganization proceedings with their cargo on board or to assert their interests during a pre-launching distribution.

Manville, 36 B.R. at 749.⁴

10. The majority of cases appointing an independent representative for future claimants have done so based upon recognition of the potential conflict of interest between present and future claimants. The primary interest of present claimants, and any committee representing only present claimants, is to maximize present recoveries. Demand holders are concerned with ensuring that adequate provisions also are in place for payment of future claims.

As noted by the Third Circuit in Amatex:

[N]one of the parties currently involved in the reorganization proceedings have interests similar to those of future claimants and therefore future claimants require their own spokesperson. The Creditors' Committee, which is comprised of asbestos claimants whose injuries already have been manifested, has opposed the petition to appoint a representative for future claimants. Its position is that such claimants are not 'creditors under the Code and thus cannot participate in the reorganization.' Of course, if future claimants are excluded from the reorganization plan, the current claimants will receive a larger portion of an obviously limited fund.

755 F.2d at 1043. See also UNR, 46 B.R. at 675 (finding the interests of UNR's future claimants were not adequately represented by the Debtor or by the official committee of unsecured

⁴ Similarly, in Amatex, the Third Circuit recognized the importance of ensuring future claimants are represented in the mass tort bankruptcy context. There, the Court overturned a decision of the bankruptcy court denying the appointment of a representative on the ground that future claimants did not hold cognizable claims under the Bankruptcy Code. While declining to determine the issue of whether future claimants hold cognizable claims under the Bankruptcy Code, the Third Circuit recognized the "practical stake" future claimants have in the outcome of

creditors); Johns-Manville, 36 B.R. at 749 (finding none of the existing committees of unsecured creditors and present asbestos claimants could represent the future claimants); In re H.K. Porter Company, 156 B.R. 16, 18 (Bankr. W.D. Pa. 1993) (finding the statutory creditors' committee "has a fiduciary duty solely to the pre-petition creditors whose interest is diametrically opposed to that of the future claimants.").

11. Drawing on the experience of cases like Manville, UNR and Amatex, Congress codified, in section 524(g)(4)(B)(i) of the Bankruptcy Code, the appointment of a legal representative for future demand holders (as well as the trust mechanism utilized in the Manville case) for any debtor seeking an injunction under section 524(g) of the Bankruptcy Code. As the legislative history illustrates, the motivation behind the inclusion of this provision is to assure that the interests of future claimants are considered in the reorganization proceeding: "The Committee remains concerned that full consideration be accorded to the interests of future claimants who, by definition, do not have their own voice." 140 CONG. REC. H. 10,765 (October 4, 1994).

12. Most recently, in anticipation of plans contemplating a section 524(g) injunction, the debtors in the Babcock & Wilcox and Pittsburgh Corning bankruptcy cases requested appointment of legal representatives. Both requests were granted. See In re Babcock & Wilcox Co., No. 00-10992 (Bankr. E.D. La. Oct. 2, 2000); In re Pittsburgh Corning Corp., No. 00-22876 (W.D. Pa. Feb. 20, 2001).⁵

13. Based upon the foregoing, the Debtor respectfully requests that the Court order the appointment of a Legal Representative in this case.

the reorganization proceedings and ordered the appointment of a futures representative. Amatex, 755 F.2d at 1041. See also UNR Industries, Inc., 46 B.R. at 675.

⁵ A copy of the Pittsburgh Corning order is attached to this Motion as Exhibit A.

**REQUEST FOR APPOINTMENT OF
MR. WILLIAMS AS THE LEGAL REPRESENTATIVE**

14. Beginning in December 2001, the Debtor asked Mr. Williams to serve as the Legal Representative, and Mr. Williams agreed to do so. Mr. Williams' curriculum vitae is attached hereto as Exhibit B. The Debtor appointed Mr. Williams pursuant to an engagement agreement dated December 13, 2001, a copy of which is attached hereto as Exhibit C.

15. Following his appointment, Mr. Williams and his counsel were actively involved in conducting due diligence with respect to the pre-petition settlement agreements and the proposed Plan, as well as with respect to Shook and its financial affairs. Mr. Williams spent significant time and resources analyzing assets of the Debtor and reviewing the status of the pending asbestos claims and insurance coverage issues. Mr. Williams actively negotiated Plan documents, including the terms of the Trust to be created under the Plan. Mr. Williams and his counsel undertook their responsibilities diligently and negotiated with the various parties in good faith.

16. The Debtor has further agreed to provide a retainer in the amount of \$25,000 for the services of Mr. Williams and his counsel, upon the entry of an order of this Court providing for his appointment as the Legal Representative. Mr. Williams has reserved the right to seek additional retainer amounts, if appropriate.

17. The Debtor has agreed to compensate Mr. Williams at his regular hourly rate of \$200 per hour, and to reimburse Mr. Williams for reasonable expenses incurred in connection with his duties, subject to allowance by the Court. Mr. Williams may retain counsel as he deems appropriate to assist him in the performance of his duties, and the Debtor has agreed to reimburse

Mr. Williams for the reasonable fees and expenses incurred by such counsel for services within the scope of his employment by Mr. Williams, as allowed by the Court.⁶

18. Given Mr. Williams' involvement since December 2001, and his knowledge and experience in these matters, the Debtor respectfully requests that Mr. Williams be appointed as the Legal Representative for this case.

19. Mr. Williams has filed with the Court his declaration making the disclosures required under Bankruptcy Code § 329 and Bankruptcy Rules 2014, 2016 and 5002. Based upon his declaration, the Debtor believes Mr. Williams is disinterested, as that term is defined in § 101(14) of the Bankruptcy Code, and otherwise is qualified to serve as Legal Representative.

20. The Debtor requests that Mr. Williams be appointed as the Legal Representative under the following terms:

- a. Standing. The Legal Representative should have standing under § 1109(b) of the Bankruptcy Code to be heard as a party-in-interest in all matters relating to the Debtor's Chapter 11 case, and should have the powers and duties of a committee under § 1103(c), which powers and duties may be modified by the Court at any time.
- b. Compensation. The Legal Representative should be compensated at his regular hourly rate and reimbursed for his reasonable expenses, with fees and expenses subject to allowance by the Court.
- c. Engagement of Professionals. The Legal Representative should be permitted to employ professionals consistent with §§ 327 and 1103(a) of the Bankruptcy Code, subject to prior approval of the Court and pursuant to any applicable compensation orders entered in this case.
- d. Indemnification. The Legal Representative should be provided with the same indemnification as the Debtor provided to Mr. Williams in his pre-petition engagement letter.⁷

⁶ To advise and assist him pre-petition, Mr. Williams retained as his counsel Robert M. Fishman of the firm of Shaw Gussis Fishman Glantz & Wolfson, LLC. The Debtor expects that Mr. Williams will retain the same counsel post-petition. The Debtor has paid the fees and expenses of Mr. Williams and his counsel for their work prior to the Petition Date.

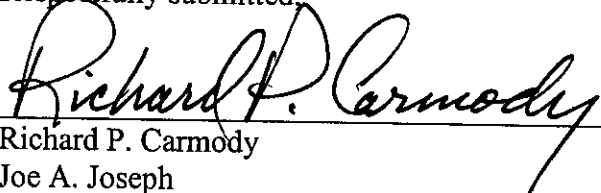
⁷ The pre-petition engagement letter provided:

- e. Right to Receive Notices. The Legal Representative and his counsel should be entitled to receive all notices and pleadings which are served pursuant to any and all orders entered in this Chapter 11 case.⁸

21. For all of the foregoing reasons, the Debtor submits that the appointment of Mr. Williams as Legal Representative in this case is in the best interest of the Debtor, its estate and all creditors and parties-in-interest.

WHEREFORE, Debtor respectfully requests that the Court enter its order providing for the appointment of a Legal Representative in accordance with section 524(g) of the Bankruptcy Code, and further that the Court enter its order appointing R. Scott Williams as the Legal Representative upon the terms set forth herein, and that the Court grant the Debtor such other and further relief as the Court deems proper.

Respectfully submitted,



Richard P. Carmody

Joe A. Joseph

Lange, Simpson, Robinson & Sommerville, LLP
2100 3rd Avenue North, Suite 1100
Birmingham, AL 35203-3367
(205) 250-5000

Shook shall indemnify, defend and hold you harmless from any claims by any party against you arising out of or relating to the performance of your duties as Legal Representative; provided however, that you shall not have such indemnification rights if a court of competent jurisdiction determines, pursuant to a final and non-appealable order, that you are liable upon such claim as a result of willful misconduct or gross negligence.

See Exhibit B at 2.

⁸ The Debtor's proposed Service List includes the Legal Representative and his contemplated counsel as notice parties.

Roger Frankel
Richard H. Wyron
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
(202) 424-7500

Proposed Attorneys for Shook & Fletcher Insulation
Co., as Debtor and Debtor-in-Possession

Dated: April 8, 2001

Exhibit A

Copy of Pittsburg Corning Order

Bench Filed
on 2/16/01

#713
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

----- -x)	
IN RE:)	In Proceedings for a
)	Reorganization under
PITTSBURGH CORNING CORPORATION,)	Chapter 11
)	
Debtor.)	Case No. 00-22876 JKF
----- -x)	
PITTSBURGH CORNING CORPORATION,)	
)	
Movant,)	
)	
v.)	Motion No. <u>RSSM-20</u>
)	
(NO RESPONDENT))	
----- -x)	

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ORDER

Upon consideration of the Debtor's Motion For Appointment of Lawrence Fitzpatrick As Legal Representative For Future Claimants, with good cause appearing therefor, it is hereby

ORDERED, that Lawrence Fitzpatrick is hereby appointed as the legal representative (the "Futures Representative") of persons who may have asbestos related claims against the Debtor arising in the future (the "Futures Claims"); and it is further

ORDERED that the Futures Representative is appointed subject to the following terms and conditions:

- a. Standing. The Futures Representative shall have standing to be heard as a party-in-interest in every

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matter relevant to the interest of the Futures Claimants in the Debtor's case, including, but not limited to, participating in objections to claims; participating in claims estimation; and participating in the process of formulating and confirming a plan of reorganization.

b. Engagement of Professionals. The Futures Representative may employ attorneys and other professionals consistent with sections 327 and 1102 of the Bankruptcy Code, subject to prior approval of the Bankruptcy Court.

c. Compensation. Compensation, including professional fees and reimbursement of expenses, including reimbursement of out-of-pocket expenses incurred prior to the date hereof in connection with Mr. Fitzpatrick's selection as the Futures Representative, shall be payable to the Futures Representative, and his professionals from the Debtor's estate, subject to approval of the Bankruptcy Court, and in accordance with the terms, conditions, and procedures set forth in any administrative orders regarding the payment of professional fees entered by the Bankruptcy Court in this case from time to time. Mr. Fitzpatrick and the Debtor have agreed that Mr. Fitzpatrick will be compensated at the rate of \$235 per hour.

d. Removal of the Futures Representative. The Futures Representative may be removed or replaced at any time by entry of an order of the Bankruptcy Court, either on the Motion of the Futures Representative, the Debtor, the Trade Committee or the Asbestos Committee.

e. Liability of the Futures Representative.

The Futures Representative shall not be liable for any damages, or have any obligations other than prescribed by orders of the Bankruptcy Court; provided, however, that the Futures Representative may be liable for damages caused by his willful misconduct or gross negligence. The Futures Representative shall not be liable to any person as a result of any action or omission taken or made by the Futures Representative in good faith.

Dated: 2/16/01

W. Fitzgerald
United States Bankruptcy Judge

Movant shall immediately serve a copy of this order on all parties listed on the current service list and any other parties in interest and file a certificate of service with the Clerk of the Bankruptcy Court within ten (10) days hereof.

Exhibit B

Curriculum Vitae of R.Scott Williams

Haskell Slaughter Young & Rediker, L.L.C.

R. Scott Williams is a member of the Litigation Practice Group. Mr. Williams holds degrees from the University of Illinois at Urbana-Champaign (B.A., 1985) and the University of Alabama School of Law (J.D. 1988). Prior to joining Haskell Slaughter Young & Rediker, L.L.C., Mr. Williams served United States Senator Howell Heflin as counsel to the United States Senate Judiciary Committee, and as judicial clerk to the Honorable Sharon Lovelace Blackburn of the United States District Court for the Northern District of Alabama.

Mr. Williams was admitted to the Alabama Bar in 1988 and his practice specializes in bankruptcy and commercial litigation. Mr. Williams is a frequent lecturer and author on bankruptcy and commercial litigation related topics and he currently serves as a contributing editor to *Collier on Bankruptcy* (15th Ed. revised). Mr. Williams previously served as president of the Birmingham Bar Bankruptcy and Commercial Law Section and as a member of the Birmingham Bar Executive Committee. In addition, Mr. Williams is an active member of the American Bankruptcy Institute and has served in a variety of leadership roles for that organization.

Exhibit C

Engagement Agreement Appointing R. Scott Williams

as Legal Representative

Dated December 13, 2001

DECATUR, GEORGIA
BIRMINGHAM, ALABAMA
DECATUR, ALABAMA



CHATTANOOGA, TENNESS
KNOXVILLE, TENNESSEE
MOBILE, ALABAMA

SHOOK & FLETCHER INSULATION CO.

CONTRACTOR - DISTRIBUTOR

CORPORATE OFFICES
BIRMINGHAM, ALABAMA

P.O. BOX 380501
BIRMINGHAM, AL 35238
205-991-7606
FAX # 205-991-7745

December 13, 2001

R. Scott Williams, Esquire
Haskell Slaughter Young & Rediker, LLC
1200 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203

Dear Mr. Williams:

This letter confirms your appointment by Shook & Fletcher Insulation Co. ("Shook") to serve as the legal representative (the "Legal Representative") for the purpose of protecting the rights of persons who might in the future assert demands ("Future Claimants") arising out of Shook's activities with respect to asbestos-containing or asbestos-related products or services, as specified in Section 524(g) of Title 11 of the United States Code (the "Bankruptcy Code").

As you know, Shook has negotiated certain settlement agreements with parties holding claims alleging bodily injury arising out of Shook's activities with respect to asbestos-containing or asbestos-related products or services. Shook intends to propose a plan of reorganization under Chapter 11 of the Bankruptcy Code (the "Plan"), and to solicit acceptances thereof, upon terms consistent with the settlement agreements referred to above and in compliance with Section 524(g). If Shook receives acceptances of the Plan by the requisite majorities in timely fashion, Shook intends to commence a case under Chapter 11 of the Bankruptcy Code, and to seek confirmation of the Plan in its Chapter 11 proceedings.

Shook has agreed to compensate you for time expended in serving as the Legal Representative on an hourly basis, at your regular hourly rate of \$200 per hour. Shook will also reimburse you for reasonable expenses incurred in connection with your duties. You may retain such law firms as you deem appropriate to assist you in the performance of your duties as Legal Representative. Shook will reimburse you for the reasonable fees and expenses incurred by such professionals in the scope of their employment by you or, at your direction, will pay such fees and expenses as due directly to such professionals. You have agreed if aggregate fees and

SHOOK & FLETCHER INSULATION CO.

expenses which Shook is obligated to pay for your services as Legal Representative and for professionals you retain exceed \$75,000 during the period prior to the date on which Shook commences its Chapter 11 case then you and Shook agree to negotiate in good faith for further services or to terminate this engagement.

Fees and expenses incurred in connection with your duties as Legal Representative and fees and expenses incurred by professionals you retain following the date on which Shook commences its Chapter 11 case, assuming your appointment and the employment of such professionals is authorized by the United States Bankruptcy Court or other Court with jurisdiction over Shook's Chapter 11 case (the "Court"), will be subject to review and approval of the Court.

We agree that upon five business days from the signing of this engagement letter, we shall wire \$75,000 to your designated escrow account. You shall submit your bills and that of your counsel (such bills to be reviewed and approved by you) to Swidler Berlin (to the attention of Roger Frankel) and to Shook. If you receive no objection within five business days, you would be authorized to disburse payment of the bills. In the event that your engagement is terminated for any reason, you shall return the balance (if any) in the escrow after paying your final bills.

Upon your signing of the Confidentiality Agreement attached hereto, we shall commence providing you with Confidential Information (as defined in the Confidentiality Agreement) relevant to your role as the Legal Representative. We will also provide you additional materials as you may reasonably request.

You shall not be liable to any person as a result of any action or omission taken or made by you in good faith. You will not be liable for any damages, or have any obligations other than as set forth in this letter; provided, however, that you may be liable for damages caused by your willful misconduct or gross negligence. Shook shall indemnify, defend and hold you harmless from any claims by any party against you arising out of or relating to the performance of your duties as Legal Representative; provided however, that you shall not have such indemnification rights if a court of competent jurisdiction determines, pursuant to a final and non-appealable order, that you are liable upon such claim as a result of willful misconduct or gross negligence.

If you are willing to accept appointment as the Legal Representative upon the terms set forth in this letter, please acknowledge below and return this letter to me.

Very truly yours,

SHOOK & FLETCHER INSULATION CO.

By:


Its President

SHOOK & FLETCHER INSULATION CO.

cc: Roger Frankel, Esquire

AGREED:

A handwritten signature in dark ink, appearing to read "R. Scott Williams", is written over a horizontal line.

R. Scott Williams, Esq.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
Southern Division**

In re:

SHOOK & FLETCHER INSULATION CO.

Debtor-in-Possession.

**Case No. _____
Chapter 11**

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of April 2002, I caused a copy of the foregoing Debtor's Application for Entry of an Order Appointing Legal Representative for Purposes Section 524(g) of the Bankruptcy Code and proposed Order to be served upon the persons on the attached Service List in the manner indicated.



**Shook & Fletcher Insulation Co.
Attachment to Certificate of Service**

Bankruptcy Administrator

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United States Bankruptcy Court
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Birmingham, AL 35203

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AmSouth Bank

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Birmingham, AL 35201-0306
Counsel for Travelers Casualty and Surety Company

* Parties designated with an asterisk were served by hand-delivery. All other parties were served by overnight mail.